

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

STREAMSCALE, INC.,

Plaintiff,

v.

CLOUDERA, INC.,
AUTOMATIC DATA PROCESSING, INC.,
EXPERIAN PLC,
WARGAMING (AUSTIN), INC., and
INTEL CORPORATION,

Defendants.

Civil No. 6:21-cv-00198-ADA

JURY TRIAL DEMANDED

**DEFENDANT CLOUDERA, INC.'S ANSWER AND
AFFIRMATIVE DEFENSES TO PLAINTIFF'S FIRST AMENDED
COMPLAINT OR PATENT INFRINGEMENT**

Defendant Cloudera, Inc. (“Cloudera” or “Defendant”) hereby responds for its Answer and Affirmative Defenses to the First Amended Complaint for Patent Infringement (“Complaint”) of Plaintiff StreamScale, Inc. (“StreamScale” or “Plaintiff”). Except as expressly admitted herein, Cloudera denies each and every allegation in the Plaintiff’s Complaint, including any allegation that may be deemed to be contained in any heading or caption of Plaintiff’s Complaint, and further denies that the Plaintiff suffered any damages, as alleged in the Complaint or otherwise. Any admission herein is limited to the express language of the response and shall not be deemed an implied admission of additional facts. Cloudera specifically responds to Plaintiff’s allegations in the Complaint as follows:

NATURE OF SUIT

1. Cloudera admits that the Complaint purports to bring an action for patent infringement under the patent laws of the United States, Title 35 of the United States Code, but denies any liability as to Plaintiff's claims against Cloudera.

2. Cloudera denies that the patents-in-suit represent technology that "is a cornerstone of modern data storage, especially cloud-based data storage." Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 2 of the Complaint and, on that basis, denies those allegations.

3. Cloudera denies that "data storage protection from loss *used* to be a matter of replicating the data." (Emphasis added.) To the contrary, the Cloudera Distribution Including Apache Hadoop ("Cloudera CDH") uses replication as its default data storage protection mechanism. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 3 of the Complaint and, on that basis, denies those allegations.

4. Cloudera denies the allegations in Paragraph 4 of the Complaint.

5. Cloudera denies the allegations in Paragraph 5 of the Complaint.

6. Cloudera denies the allegations in Paragraph 6 of the Complaint.

7. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7 of the Complaint and, on that basis, denies those allegations.

8. Cloudera denies the allegations in Paragraph 8 of the Complaint directed to Cloudera's products and services. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 8 of the Complaint and, on that basis, denies those allegations.

THE PARTIES

9. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9 of the Complaint and, on that basis, denies those allegations.

10. Cloudera admits that it is a corporation organized under the laws of the State of Delaware, and Cloudera states that its headquarters is located at 5470 Great America Pkwy, Santa Clara, California 95054. Cloudera admits that it has an office at 515 Congress, Suite 1300, Austin, Texas 78701. Cloudera admits that its can be served as indicated in Paragraph 10 of the Complaint.

11. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11 of the Complaint and, on that basis, denies those allegations.

12. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint and, on that basis, denies those allegations.

13. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13 of the Complaint and, on that basis, denies those allegations.

14. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14 of the Complaint and, on that basis, denies those allegations.

15. Paragraph 15 of the Complaint does not require a response.

JURISDICTION AND VENUE

16. Cloudera admits that the Complaint purports to bring an action for patent infringement under the patent laws of the United States, but denies any liability as to Plaintiff's claims against Cloudera. The remainder of Paragraph 16 of the Complaint contains conclusions of law to which no response is required. To the extent a response is required, Cloudera admits

that the Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

Cloudera denies any and all remaining allegations in Paragraph 16 of the Complaint.

17. Paragraph 17 of the Complaint contains conclusions of law to which no response is required. To the extent a response is required, Cloudera does not contest personal jurisdiction for the purposes of this action only, but denies all remaining allegations in Paragraph 17 of the Complaint.

18. Paragraph 18 of the Complaint contains conclusions of law to which no response is required. To the extent a response is required, Cloudera denies the allegations in Paragraph 18 of the Complaint.

19. Paragraph 19 of the Complaint contains conclusions of law to which no response is required. To the extent a response is required, for the purposes of this action only, Cloudera does not contest that venue is proper in this District pursuant to 28 U.S.C. § 1400(b), but Cloudera denies that this venue is appropriate or convenient pursuant to 28 U.S.C. § 1404(a). Cloudera denies the remaining allegations in Paragraph 19 of the Complaint.

20. Cloudera admits that it has employees at its Austin, Texas office, but denies all remaining allegations in Paragraph 20 of the Complaint.

21. Paragraph 21 of the Complaint contains conclusions of law to which no response is required. To the extent a response is required, Cloudera admits that it has employees at its Austin, Texas office, but denies all remaining allegations in Paragraph 21 of the Complaint.

22. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22 of the Complaint and, on that basis, denies those allegations.

23. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 of the Complaint and, on that basis, denies those allegations.

24. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24 of the Complaint and, on that basis, denies those allegations.

25. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25 of the Complaint and, on that basis, denies those allegations.

26. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26 of the Complaint and, on that basis, denies those allegations.

27. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27 of the Complaint and, on that basis, denies those allegations.

28. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28 of the Complaint and, on that basis, denies those allegations.

29. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29 of the Complaint and, on that basis, denies those allegations.

30. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30 of the Complaint and, on that basis, denies those allegations.

31. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31 of the Complaint and, on that basis, denies those allegations.

32. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32 of the Complaint and, on that basis, denies those allegations.

33. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33 of the Complaint and, on that basis, denies those allegations.

34. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34 of the Complaint and, on that basis, denies those allegations.

35. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35 of the Complaint and, on that basis, denies those allegations.

36. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36 of the Complaint and, on that basis, denies those allegations.

37. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37 of the Complaint and, on that basis, denies those allegations.

38. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38 of the Complaint and, on that basis, denies those allegations.

39. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39 of the Complaint and, on that basis, denies those allegations.

40. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40 of the Complaint and, on that basis, denies those allegations.

41. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41 of the Complaint and, on that basis, denies those allegations.

42. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42 of the Complaint and, on that basis, denies those allegations.

43. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43 of the Complaint and, on that basis, denies those allegations.

FACTUAL ALLEGATIONS

I. PATENTS-IN-SUIT

44. Cloudera admits that Exhibit A to the Complaint purports to be U.S. Patent No. 8,683,296 (“’8-296 Patent”), titled “Accelerated Erasure Coding System and Method.” Cloudera denies that the ’8-296 Patent was duly and legally issued. Cloudera lacks knowledge

or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 44 of the Complaint and, on that basis, denies those allegations.

45. Cloudera admits that Exhibit B to the Complaint purports to be U.S. Patent No. 9,160,374 (“374 Patent”), titled “Accelerated Erasure Coding System and Method.” Cloudera denies that the ’374 Patent was duly and legally issued. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 45 of the Complaint and, on that basis, denies those allegations.

46. Cloudera admits that Exhibit C to the Complaint purports to be U.S. Patent No. 9,385,759 (“759 Patent”), titled “Accelerated Erasure Coding System and Method.” Cloudera denies that the ’759 Patent was duly and legally issued. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 46 of the Complaint and, on that basis, denies those allegations.

47. Cloudera admits that Exhibit D to the Complaint purports to be U.S. Patent No. 10,003,358 (“358 Patent”), titled “Accelerated Erasure Coding System and Method.” Cloudera denies that the ’358 Patent was duly and legally issued. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 47 of the Complaint and, on that basis, denies those allegations.

48. Cloudera admits that Exhibit F to the Complaint purports to be U.S. Patent No. 10,291,259 (“259 Patent”), titled “Accelerated Erasure Coding System and Method.” Cloudera denies that the ’259 Patent was duly and legally issued. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 48 of the Complaint and, on that basis, denies those allegations.

49. Cloudera admits that Exhibit H to the Complaint purports to be U.S. Patent No. 10,666,296 (“10-296 Patent”), titled “Accelerated Erasure Coding System and Method.” Cloudera denies that the ’10-296 Patent was duly and legally issued. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 49 of the Complaint and, on that basis, denies those allegations.

50. Paragraph 50 of the Complaint does not require a response.

II. ALLEGED ACCELERATED ERASURE CODING INFRINGEMENT

51. Cloudera denies the allegations in Paragraph 51 of the Complaint that require a response.

52. Cloudera denies the allegations in Paragraph 52 of the Complaint that require a response.

53. Cloudera denies the allegations in Paragraph 53 of the Complaint.

54. Cloudera denies the allegations in Paragraph 54 of the Complaint.

55. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 55 of the Complaint and, on that basis, denies those allegations.

56. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56 of the Complaint and, on that basis, denies those allegations.

57. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 57 of the Complaint and, on that basis, denies those allegations.

58. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58 of the Complaint and, on that basis, denies those allegations.

59. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 59 of the Complaint and, on that basis, denies those allegations.

60. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60 of the Complaint and, on that basis, denies those allegations.

61. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 61 of the Complaint and, on that basis, denies those allegations.

62. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62 of the Complaint and, on that basis, denies those allegations.

63. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63 of the Complaint and, on that basis, denies those allegations.

64. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 64 of the Complaint and, on that basis, denies those allegations.

65. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65 of the Complaint and, on that basis, denies those allegations.

66. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66 of the Complaint and, on that basis, denies those allegations.

67. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 67 of the Complaint and, on that basis, denies those allegations.

68. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68 of the Complaint and, on that basis, denies those allegations.

69. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 69 of the Complaint and, on that basis, denies those allegations.

70. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70 of the Complaint and, on that basis, denies those allegations.

71. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71 of the Complaint and, on that basis, denies those allegations.

72. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 72 of the Complaint and, on that basis, denies those allegations.

73. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 73 of the Complaint and, on that basis, denies those allegations.

74. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 74 of the Complaint and, on that basis, denies those allegations.

75. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75 of the Complaint and, on that basis, denies those allegations.

76. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 76 of the Complaint and, on that basis, denies those allegations.

77. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 77 of the Complaint and, on that basis, denies those allegations.

78. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 78 of the Complaint and, on that basis, denies those allegations.

79. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 79 of the Complaint and, on that basis, denies those allegations.

80. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80 of the Complaint and, on that basis, denies those allegations.

81. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81 of the Complaint and, on that basis, denies those allegations.

82. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 82 of the Complaint and, on that basis, denies those allegations.

III. ALLEGED WIDESPREAD KNOWLEDGE OF STREAMSCALE'S PATENTS

83. Cloudera denies that it learned of Plaintiff or any of its patents before it received the Original Complaint (ECF No. 1) in this action. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 83 of the Complaint and, on that basis, denies those allegations.

84. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 84 of the Complaint and, on that basis, denies those allegations.

85. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 85 of the Complaint and, on that basis, denies those allegations.

86. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 86 of the Complaint and, on that basis, denies those allegations.

87. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 87 of the Complaint and, on that basis, denies those allegations.

88. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 88 of the Complaint and, on that basis, denies those allegations.

89. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 89 of the Complaint and, on that basis, denies those allegations.

90. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90 of the Complaint and, on that basis, denies those allegations.

91. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 91 of the Complaint and, on that basis, denies those allegations.

92. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92 of the Complaint and, on that basis, denies those allegations.

93. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 93 of the Complaint and, on that basis, denies those allegations.

IV. INTEL'S ALLEGED INFRINGEMENT

94. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 94 of the Complaint and, on that basis, denies those allegations.

95. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 95 of the Complaint and, on that basis, denies those allegations.

96. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 96 of the Complaint and, on that basis, denies those allegations.

97. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 97 of the Complaint and, on that basis, denies those allegations.

98. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 98 of the Complaint and, on that basis, denies those allegations.

99. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 99 of the Complaint and, on that basis, denies those allegations.

100. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 100 of the Complaint and, on that basis, denies those allegations.

101. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 101 of the Complaint and, on that basis, denies those allegations.

102. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 102 of the Complaint and, on that basis, denies those allegations.

103. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 103 of the Complaint and, on that basis, denies those allegations.

104. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 104 of the Complaint and, on that basis, denies those allegations.

105. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 105 of the Complaint and, on that basis, denies those allegations.

106. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 106 of the Complaint and, on that basis, denies those allegations.

107. Cloudera denies the allegations in Paragraph 107 of the Complaint.

108. Cloudera denies the allegations in Paragraph 108 of the Complaint.

109. Cloudera denies the allegations in Paragraph 109 of the Complaint.

110. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 110 of the Complaint and, on that basis, denies those allegations.

COUNT 1 – ALLEGED INFRINGEMENT OF THE '8-296 PATENT

111. Cloudera incorporates by reference the responses to the allegations in the preceding paragraphs of the Complaint as though fully set forth herein.

I. ALLEGED DIRECT INFRINGEMENT

112. Cloudera denies the allegations in Paragraph 112 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 112 of the Complaint and, on that basis, denies those allegations.

113. Cloudera denies the allegations in Paragraph 113 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to

the truth of the remaining allegations in Paragraph 113 of the Complaint and, on that basis, denies those allegations.

114. Cloudera states that Claim 1 of the '8-296 Patent recites what it recites. Cloudera denies any and all remaining allegations of Paragraph 114 of the Complaint.

A. CLOUDERA'S ALLEGED DIRECT INFRINGEMENT

115. Cloudera denies the allegations in Paragraph 115 of the Complaint.

B. ADP'S ALLEGED DIRECT INFRINGEMENT

116. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 116 of the Complaint and, on that basis, denies those allegations.

C. EXPERIAN'S ALLEGED DIRECT INFRINGEMENT

117. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 117 of the Complaint and, on that basis, denies those allegations.

D. WARGAMING'S ALLEGED DIRECT INFRINGEMENT

118. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 118 of the Complaint and, on that basis, denies those allegations.

II. ALLEGED INDIRECT INFRINGEMENT

119. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 119 of the Complaint and, on that basis, denies those allegations.

120. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 120 of the Complaint and, on that basis, denies those allegations.

121. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 121 of the Complaint and, on that basis, denies those allegations.

122. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 122 of the Complaint and, on that basis, denies those allegations.

123. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 123 of the Complaint and, on that basis, denies those allegations.

124. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 124 of the Complaint and, on that basis, denies those allegations.

125. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 125 of the Complaint and, on that basis, denies those allegations.

126. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 126 of the Complaint and, on that basis, denies those allegations.

127. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 127 of the Complaint and, on that basis, denies those allegations.

128. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 128 of the Complaint and, on that basis, denies those allegations.

129. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 129 of the Complaint and, on that basis, denies those allegations.

III. DAMAGES

130. Cloudera denies the allegations in Paragraph 130 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 130 of the Complaint and, on that basis, denies those allegations.

COUNT 2 – ALLEGED INFRINGEMENT OF THE '374 PATENT

131. Cloudera incorporates by reference the responses to the allegations in the preceding paragraphs of the Complaint as though fully set forth herein.

I. ALLEGED DIRECT INFRINGEMENT

132. Cloudera denies the allegations in Paragraph 132 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 132 of the Complaint and, on that basis, denies those allegations.

133. Cloudera denies the allegations in Paragraph 133 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 133 of the Complaint and, on that basis, denies those allegations.

134. Cloudera states that Claim 1 of the '374 Patent recites what it recites. Cloudera denies any and all remaining allegations of Paragraph 134 of the Complaint.

A. CLOUDERA'S ALLEGED DIRECT INFRINGEMENT

135. Cloudera denies the allegations in Paragraph 135 of the Complaint.

B. ADP'S ALLEGED DIRECT INFRINGEMENT

136. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 136 of the Complaint and, on that basis, denies those allegations.

C. EXPERIAN'S ALLEGED DIRECT INFRINGEMENT

137. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 137 of the Complaint and, on that basis, denies those allegations.

D. WARGAMING'S ALLEGED DIRECT INFRINGEMENT

138. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 138 of the Complaint and, on that basis, denies those allegations.

II. ALLEGED INDIRECT INFRINGEMENT

139. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 139 of the Complaint and, on that basis, denies those allegations.

140. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 140 of the Complaint and, on that basis, denies those allegations.

141. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 141 of the Complaint and, on that basis, denies those allegations.

142. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 142 of the Complaint and, on that basis, denies those allegations.

143. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 143 of the Complaint and, on that basis, denies those allegations.

144. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 144 of the Complaint and, on that basis, denies those allegations.

145. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 145 of the Complaint and, on that basis, denies those allegations.

146. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 146 of the Complaint and, on that basis, denies those allegations.

147. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 147 of the Complaint and, on that basis, denies those allegations.

III. DAMAGES

148. Cloudera denies the allegations in Paragraph 148 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 148 of the Complaint and, on that basis, denies those allegations.

COUNT 3 – ALLEGED INFRINGEMENT OF THE '759 PATENT

149. Cloudera incorporates by reference the responses to the allegations in the preceding paragraphs of the Complaint as though fully set forth herein.

I. ALLEGED DIRECT INFRINGEMENT

150. Cloudera denies the allegations in Paragraph 150 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 150 of the Complaint and, on that basis, denies those allegations.

151. Cloudera denies the allegations in Paragraph 151 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 151 of the Complaint and, on that basis, denies those allegations.

152. Cloudera states that Claim 1 of the '759 Patent recites what it recites. Cloudera denies any and all remaining allegations of Paragraph 152 of the Complaint.

A. CLOUDERA'S ALLEGED DIRECT INFRINGEMENT

153. Cloudera denies the allegations in Paragraph 153 of the Complaint.

B. ADP'S ALLEGED DIRECT INFRINGEMENT

154. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 154 of the Complaint and, on that basis, denies those allegations.

C. EXPERIAN'S ALLEGED DIRECT INFRINGEMENT

155. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 155 of the Complaint and, on that basis, denies those allegations.

D. WARGAMING'S ALLEGED DIRECT INFRINGEMENT

156. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 156 of the Complaint and, on that basis, denies those allegations.

II. ALLEGED INDIRECT INFRINGEMENT

157. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 157 of the Complaint and, on that basis, denies those allegations.

158. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 158 of the Complaint and, on that basis, denies those allegations.

159. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 159 of the Complaint and, on that basis, denies those allegations.

160. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 160 of the Complaint and, on that basis, denies those allegations.

161. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 161 of the Complaint and, on that basis, denies those allegations.

162. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 162 of the Complaint and, on that basis, denies those allegations.

163. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 163 of the Complaint and, on that basis, denies those allegations.

164. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 164 of the Complaint and, on that basis, denies those allegations.

165. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 165 of the Complaint and, on that basis, denies those allegations.

III. DAMAGES

166. Cloudera denies the allegations in Paragraph 166 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 166 of the Complaint and, on that basis, denies those allegations.

COUNT 4 – ALLEGED INFRINGEMENT OF THE '358 PATENT

167. Cloudera incorporates by reference the responses to the allegations in the preceding paragraphs of the Complaint as though fully set forth herein.

I. ALLEGED DIRECT INFRINGEMENT

168. Cloudera denies the allegations in Paragraph 168 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 168 of the Complaint and, on that basis, denies those allegations.

169. Cloudera denies the allegations in Paragraph 169 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 169 of the Complaint and, on that basis, denies those allegations.

170. Cloudera states that Claim 1 of the '358 Patent recites what it recites. Cloudera denies any and all remaining allegations of Paragraph 170 of the Complaint.

A. CLOUDERA'S ALLEGED DIRECT INFRINGEMENT

171. Cloudera denies the allegations in Paragraph 171 of the Complaint.

B. ADP'S ALLEGED DIRECT INFRINGEMENT

172. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 172 of the Complaint and, on that basis, denies those allegations.

C. EXPERIAN'S ALLEGED DIRECT INFRINGEMENT

173. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 173 of the Complaint and, on that basis, denies those allegations.

D. WARGAMING'S ALLEGED DIRECT INFRINGEMENT

174. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 174 of the Complaint and, on that basis, denies those allegations.

II. ALLEGED INDIRECT INFRINGEMENT

175. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 175 of the Complaint and, on that basis, denies those allegations.

176. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 176 of the Complaint and, on that basis, denies those allegations.

177. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 177 of the Complaint and, on that basis, denies those allegations.

178. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 178 of the Complaint and, on that basis, denies those allegations.

179. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 179 of the Complaint and, on that basis, denies those allegations.

180. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 180 of the Complaint and, on that basis, denies those allegations.

181. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 181 of the Complaint and, on that basis, denies those allegations.

182. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 182 of the Complaint and, on that basis, denies those allegations.

183. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 183 of the Complaint and, on that basis, denies those allegations.

III. DAMAGES

184. Cloudera denies the allegations in Paragraph 184 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 184 of the Complaint and, on that basis, denies those allegations.

COUNT 5 – ALLEGED INFRINGEMENT OF THE '259 PATENT

185. Cloudera incorporates by reference the responses to the allegations in the preceding paragraphs of the Complaint as though fully set forth herein.

I. ALLEGED DIRECT INFRINGEMENT

186. Cloudera denies the allegations in Paragraph 186 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 186 of the Complaint and, on that basis, denies those allegations.

187. Cloudera denies the allegations in Paragraph 187 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 187 of the Complaint and, on that basis, denies those allegations.

188. Cloudera states that Claim 1 of the '259 Patent recites what it recites. Cloudera denies any and all remaining allegations of Paragraph 188 of the Complaint.

A. CLOUDERA'S ALLEGED DIRECT INFRINGEMENT

189. Cloudera denies the allegations in Paragraph 189 of the Complaint.

B. ADP'S ALLEGED DIRECT INFRINGEMENT

190. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 190 of the Complaint and, on that basis, denies those allegations.

C. EXPERIAN'S ALLEGED DIRECT INFRINGEMENT

191. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 191 of the Complaint and, on that basis, denies those allegations.

D. WARGAMING'S ALLEGED DIRECT INFRINGEMENT

192. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 192 of the Complaint and, on that basis, denies those allegations.

II. ALLEGED INDIRECT INFRINGEMENT

193. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 193 of the Complaint and, on that basis, denies those allegations.

194. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 194 of the Complaint and, on that basis, denies those allegations.

195. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 195 of the Complaint and, on that basis, denies those allegations.

196. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 196 of the Complaint and, on that basis, denies those allegations.

197. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 197 of the Complaint and, on that basis, denies those allegations.

198. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 198 of the Complaint and, on that basis, denies those allegations.

199. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 199 of the Complaint and, on that basis, denies those allegations.

200. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 200 of the Complaint and, on that basis, denies those allegations.

201. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 201 of the Complaint and, on that basis, denies those allegations.

III. DAMAGES

202. Cloudera denies the allegations in Paragraph 202 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 202 of the Complaint and, on that basis, denies those allegations.

COUNT 6 – ALLEGED INFRINGEMENT OF THE '10-296 PATENT

203. Cloudera incorporates by reference the responses to the allegations in the preceding paragraphs of the Complaint as though fully set forth herein.

I. ALLEGED DIRECT INFRINGEMENT

204. Cloudera denies the allegations in Paragraph 204 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 204 of the Complaint and, on that basis, denies those allegations.

205. Cloudera denies the allegations in Paragraph 205 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 205 of the Complaint and, on that basis, denies those allegations.

206. Cloudera states that Claim 1 of the '10-296 Patent recites what it recites. Cloudera denies any and all remaining allegations of Paragraph 206 of the Complaint.

A. CLOUDERA'S ALLEGED DIRECT INFRINGEMENT

207. Cloudera denies the allegations in Paragraph 207 of the Complaint.

B. ADP'S ALLEGED DIRECT INFRINGEMENT

208. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 208 of the Complaint and, on that basis, denies those allegations.

C. EXPERIAN'S ALLEGED DIRECT INFRINGEMENT

209. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 209 of the Complaint and, on that basis, denies those allegations.

D. WARGAMING'S ALLEGED DIRECT INFRINGEMENT

210. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 210 of the Complaint and, on that basis, denies those allegations.

II. ALLEGED INDIRECT INFRINGEMENT

211. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 211 of the Complaint and, on that basis, denies those allegations.

212. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 212 of the Complaint and, on that basis, denies those allegations.

213. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 213 of the Complaint and, on that basis, denies those allegations.

214. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 214 of the Complaint and, on that basis, denies those allegations.

215. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 215 of the Complaint and, on that basis, denies those allegations.

216. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 216 of the Complaint and, on that basis, denies those allegations.

217. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 217 of the Complaint and, on that basis, denies those allegations.

218. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 218 of the Complaint and, on that basis, denies those allegations.

219. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 219 of the Complaint and, on that basis, denies those allegations.

III. DAMAGES

220. Cloudera denies the allegations in Paragraph 220 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to

the truth of the remaining allegations in Paragraph 220 of the Complaint and, on that basis, denies those allegations.

DAMAGES

221. Cloudera denies the allegations in Paragraph 221 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 221 of the Complaint and, on that basis, denies those allegations.

222. Cloudera denies the allegations in Paragraph 222 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 222 of the Complaint and, on that basis, denies those allegations.

INJUNCTIVE RELIEF

223. Cloudera denies the allegations in Paragraph 223 of the Complaint that are directed to Cloudera. Cloudera lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 223 of the Complaint and, on that basis, denies those allegations.

ATTORNEYS' FEES

224. Cloudera denies the allegations in Paragraph 224 of the Complaint.

JURY DEMAND

No response is required to Plaintiff's jury demand.

PRAYER FOR RELIEF

Cloudera denies that Plaintiff is entitled to any relief sought in its Prayer. To the extent that the Prayer for Relief includes any factual allegations, Cloudera denies those allegations.

CLOUDERA'S AFFIRMATIVE DEFENSES

Cloudera alleges and asserts the following defenses in response to the allegations in the Complaint, undertaking the burden of proof only as to those defenses deemed “affirmative” by law, regardless of how such defenses are denominated herein. In addition to the defenses described below, Cloudera specifically reserves all rights to allege additional defenses that become known through the course of discovery.

**First Affirmative Defense
(Failure to State a Claim)**

Plaintiff's Complaint, in whole and/or in part, fails to state a claim upon which relief can be granted.

**Second Affirmative Defense
(Non-Infringement)**

Cloudera does not and has not infringed any valid and enforceable claim of the Patents-in-Suit, whether it be literally, directly, under the doctrine of equivalents, indirectly, contributorily, by means of inducement, and/or under any other liability theory.

**Third Affirmative Defense
(Invalidity and Unenforceability)**

The asserted claims of the Patents-in-Suit are invalid and/or unenforceable for failing to meet one or more of the conditions for patentability under Title 35 of the United States Code §§ 101, *et seq.*, including without limitation, 35 U.S.C. §§ 101, 102, 103, 112, 116, and/or other judicially-created bases for invalidation and unenforceability.

**Fourth Affirmative Defense
(Failure to Name All Inventors)**

On information and belief, one or more claims of the Patents-in-Suit are invalid for failing to meet one or more of the requisite statutory and decisional requirements and/or

conditions for patentability under Title 35 of the United States Code, including without limitations §§ 115(a) and 256.

**Fifth Affirmative Defense
(Prosecution History Estoppel)**

As a result of the proceedings before the United States Patent and Trademark Office during the prosecution of the applications that ultimately issued as the Patents-in-Suit, the *inter partes* review of the Patents-in-Suit, and related applications including those to which the Patents-in-Suit claim priority, Plaintiff's claims are barred, in whole or in part, by estoppel, including the doctrine of prosecution history estoppel.

**Sixth Affirmative Defense
(Equitable Defenses)**

The claims of the Patents-in-Suit are unenforceable against Cloudera or barred, in whole or in part, due to equitable defenses, including but not limited to laches, unclean hands, inequitable conduct, prior art estoppel, disclaimer, waiver, and/or patent misuse.

**Seventh Affirmative Defense
(Limitation on Damages)**

Plaintiff's claims for recovery are barred, in whole or in part, by 35 U.S.C. §§ 286 and/or 287.

**Eighth Affirmative Defense
(Failure to Mark)**

On information and belief, to the extent any of Plaintiff's products or licensees' products use or used the subject matter of any claims of the Patents-in-Suit, Plaintiff's failure to mark its products and its failure to require any licensees to mark their products pursuant to 35 U.S.C. § 287 precludes Plaintiff from recovering damages pursuant to that provision.

**Ninth Affirmative Defense
(No Costs)**

Plaintiff is barred under 35 U.S.C. § 288 from recovering any costs associated with this suit.

**Tenth Affirmative Defense
(Unavailability of Injunctive Relief)**

Plaintiff fails to meet the requirements for injunctive relief. For example, the alleged injury to Plaintiff from alleged infringement of the Patents-in-Suit is neither immediate nor irreparable. Plaintiff has an adequate remedy at law for any alleged injury. In addition, Plaintiff does not have a likelihood of success on its infringement claims.

**Eleventh Affirmative Defense
(No Exceptional Case)**

None of Cloudera's actions, including the defense of this lawsuit, gives rise to or constitutes an exceptional case under 35 U.S.C. § 285.

**Twelfth Affirmative Defense
(Failure to Mitigate)**

Plaintiff's claims are barred, in whole or in part, by its failure to mitigate damages.

Reservation of Additional Separate Defenses

Cloudera reserves the right to amend its Answer and to assert any and all additional such other defenses and counterclaims that are appropriate or as discovery may reveal.

JURY DEMAND

Cloudera demands a trial by jury as to all claims and issues properly triable thereby.

Dated: June 11, 2021

Respectfully submitted,

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: */s/ Steven P. Tepera* _____

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Counsel for Defendant
CLOUDERA, INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above document has been served upon all counsel of record via the Court's ECF system on June 11, 2021.

/s/ Steven P. Tepera
Steven P. Tepera